



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 6  
1445 ROSS AVENUE, SUITE 1200  
DALLAS TX 75202-2733

JUN 02 2014

**CERTIFIED MAIL: RETURN RECEIPT REQUESTED #7010 2780 0002 4354 8634**  
**URGENT LEGAL MATTER - PROMPT REPLY NECESSARY**

Stan C. Fulfer, Chairman  
Vermiculite Products, Inc.  
3025 Maxroy Street  
Houston, Texas 77008

Re: General Notice Letter and CERCLA 104(e) Information Request  
Vermiculite Products-Cityside Homes Property, Superfund Site, SSID No.A6Q9

Dear Mr. Fulfer:

The purpose of this letter is to notify you of the Vermiculite Products Inc., potential liability at the Vermiculite Products-Cityside Homes Property Superfund Site referred herein as "the Site." The U.S. Environmental Protection Agency (EPA) has identified the Vermiculite Products Site as having received asbestos-contaminated vermiculite from the W.R. Grace owned Zonolite Mine in Libby, MT, which has resulted in the presence of Libby amphibole asbestos-contaminated soils on the Vermiculite Products-Cityside Homes Site. An emergency removal action was recently conducted at the residential redevelopment property adjacent to the Vermiculite Products Site and additional assessment and removal activities are planned at the Vermiculite Products Site itself. These removal activities are designed to stabilize and remove the immediate threat posed by Libby amphibole asbestos-contaminated soil at the Vermiculite Products-Cityside Homes Property Site.

The Vermiculite Products Site is located at 3025 Maxroy Street, Houston, Harris County, Texas. The Site includes nearby properties which have or may have become contaminated by historical operations at the property. The Vermiculite Products facility began operations as a vermiculite facility in approximately 1941, using vermiculite ore mined from the W.R. Grace mine in Libby, Montana until the late 1980s. Vermiculite Products sells vermiculite for use in concrete aggregate. The current Vermiculite Products facility uses vermiculite ore only from mines in South Carolina.

According to an EPA database compiled from W.R. Grace shipping invoices, 213,750 tons of vermiculite ore from the Libby mine were shipped to the facility at the Vermiculite Products Site between January 1967 and November 1986.

A Superfund Site is a place that is contaminated with hazardous substances at levels that may present a threat to human health or the environment. Under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, potentially responsible parties (PRPs) may be required to perform cleanup actions to protect the public health and welfare or the environment. PRPs may also be responsible for costs incurred by the EPA in cleaning up the Site. PRPs include current and

former owners and operators of the Site, as well as persons who sent or transported hazardous substances to the Site for disposal or treatment, or who arranged for the disposal or treatment of hazardous substances at the Site.

Based on information collected, the EPA believes that Vermiculite Products may be liable under Section 107(a) of CERCLA with respect to the Vermiculite Products Site-Cityside Homes Property, as a current owner and/or operator of the Vermiculite Products Site. Enclosure A explains the General Notice and Removal Action and Enclosure B explains the basis or evidence of liability, for EPA's determination that you are a PRP. Also included with this letter as Enclosure C is the Small Business Resource Fact Sheet, a 104(e) Information Request as Enclosure D and questions as Enclosure E.

Upon reviewing the enclosed Notice (Enclosure A), please provide an oral response to Ms. Cynthia Brown, Removal Enforcement Coordinator, at 214-665-7480 within ten (10) days after receipt of this letter to let her know whether you will enter into negotiations regarding the cleanup and reimbursement of EPA expenditures. In addition, please provide a written response to Ms. Brown, at the address included in the Information Request. The Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) Section 104(e), 42 U.S.C. § 9604(e), gives the EPA the authority to require PRPs to respond to the Information Request included in this correspondence. We encourage your company to give this matter its full attention and *we respectfully request that you respond to this Information Request for information in writing, within thirty (30) days of receipt of this letter.* You may designate another official of this facility with the requisite authority to respond on behalf of the company. **However, failure to respond to this information request may result in the EPA seeking penalties of up to \$37,500 per day of violation.** In addition, furnishing false, fictitious or fraudulent statements or representations is subject to criminal penalty under 18 U.S.C. § 1001.

If you have questions regarding the notice or any of the other documentation included, please contact Ms. Brown at 214-665-7480. Questions concerning legal matters should be directed to the EPA attorney Ms. Gloria Moran, at 214-665-3193. Thank you for your attention to this matter.

Sincerely yours,



Carl Edlund, P.E.  
Director  
Superfund Division

Enclosures (5)

ENCLOSURE A

**VERMICULITE PRODUCTS-CITYSIDE HOMES SUPERFUND SITE  
ENCLOSURE A**

**GENERAL NOTICE  
REMOVAL ACTION**

This Notice is from the U.S. Environmental Protection Agency (EPA). This Notice is directed to you, the Potentially Responsible Party (PRP) of the Vermiculite Products Cityside Homes Superfund Site. This Notice does three things:

1. This Notice tells you that you may be responsible for the presence of hazardous substances found at the Site. When we say "Site" or "property" in this Notice, we mean the Vermiculite Products-Cityside Homes Superfund Site which is the property located at 3028 Maxoy Street, Houston, Harris County, Texas. This Notice is issued under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or Superfund).
2. This Notice provides background information leading up to the EPA's investigation of the Vermiculite Products-Cityside Homes Site as well as the EPA's activities to determine the source of the contamination.
3. This Notice explains that the EPA will consider your ability to pay in determining an appropriate settlement amount for the Vermiculite Products-Cityside Homes Site.

**NOTICE THAT YOU MAY BE LIABLE**

Under Section 107 of CERCLA, 42 U.S.C. § 9607, responsible parties are those who are current owners or operators of a facility, past owners or operators who owned or operated the facility at the time hazardous substances were released or disposed of at the facility, persons who arranged for disposal or treatment at the facility (usually the person(s) who generated the hazardous substance), or persons who selected that facility and transported the hazardous substances to the facility. Section 107 of CERCLA, 42 U.S.C. § 9607, states that responsible parties are liable to the United States for the costs they have incurred or will incur conducting a response action such as those undertaken and proposed for the Vermiculite Products-Cityside Homes Site. A PRP is therefore responsible for performing cleanup actions in accordance with the EPA requirements, paying for the cleanup actions by the EPA, and reimbursing the Federal Government for past and future costs of the cleanup activities.

**BACKGROUND**

**Vermiculite Products Cityside Homes**

As part of a national re-evaluation of facilities that received vermiculite ore from the Libby Montana, Zonolite Mine owned by W.R. Grace, the U.S. Environmental Protection Agency (EPA) initiated a removal assessment at the Vermiculite Products Inc. Site. The re-evaluation was undertaken as the result of a U.S. Government Accountability Office (GAO) report titled "*EPA May Need to Reassess Sites Receiving Asbestos-Contaminated Ore from Libby, Montana, and Should Improve Its Public Notification Process*".

The Vermiculite Products Inc., facility is an active vermiculite exfoliation facility that processes vermiculite for use in concrete aggregate. Vermiculite Products, Inc., has been incorporated in Texas since 1941. According to W.R. Grace shipping invoices, 213,750 tons of vermiculite ore from the Zonolite Mine were shipped to this facility between January 1967 and November 1986, the highest by volume among facilities that received vermiculite ore from the Zonolite Mine.

During a December 16, 2013, site visit, the EPA noted that the area around the facility was undergoing rapid residential redevelopment. Redevelopment of properties adjacent to the facility would of necessity engender soil disturbing activities which might expose workers and the general public to aerosolized asbestos fibers. Because of this concern, the EPA decided to re-focus its assessment on off-site properties first. Later that week, while the EPA technical assistance contractor was in the community scoping the area for potential off-site sampling locations, it was observed that soil disturbing activities had commenced on the property immediately adjacent to and west of the facility. EPA immediately began efforts to contact the property owner. The Property is owned by Cityside Homes. The property owner was informed of the potential contamination on the property and the dangers of soil disturbing activities and agreed to EPA access for sampling and also indicated that Cityside Homes would cease soil disturbing activities. Sample analytical results indicated actionable levels of Libby amphibole asbestos of 0.25% by polarized light microscopy (PLM).

### **NEGOTIATIONS**

The EPA is inviting you as a PRP to enter into negotiations and reach a settlement within thirty (30) calendar days of your receipt of this letter. In addition to avoiding the costs of litigation, settling with the EPA provides you with another advantage. Under the Superfund law, settling with the EPA helps protect you should another responsible party sue you for costs which that party pays to the EPA. Also, if you choose not to settle with the EPA, then the EPA may take civil administrative action and, ultimately, the EPA may request civil judicial action.

### **FINANCIAL CONCERNS/ABILITY TO PAY SETTLEMENTS**

**The EPA is aware the financial ability of some PRPs to contribute toward the cleanup and/or payment of response costs at a site may be substantially limited.** If you believe, and can document, that you fall within that category, please contact Cynthia Brown, at 214-665-7480 for information on "Ability to Pay Settlements." In response, you will receive a package of information about the potential for such settlements. If the EPA concludes that you have a legitimate inability to pay the full amount of the EPA's costs, the EPA may offer a schedule for payment over time or a reduction in the total amount demanded from you.

Also, please note that because the EPA has a potential claim against you, if your financial status changes in any significant way, i.e., filing for bankruptcy, you must include the EPA as a creditor.

**THE SMALL BUSINESS REGULATORY ENFORCEMENT FAIRNESS  
ACT (SBREFA)**

The Small Business Regulatory Enforcement Fairness Act (SBREFA) established an ombudsman (SBREFA Ombudsman) and 10 Regional Fairness Boards to receive comments from small businesses about federal agency enforcement actions. The SBREFA Ombudsman will annually rate each agency's responsiveness to small businesses. If you believe that you fall within the Small Business Administration's definition of a small business (based on your Standard Industrial Code (SIC) designation, number of employees or annual receipts, defined at 13 C.F.R. 121.201; in most cases, this means a business with 500 or fewer employees), and wish to comment on federal enforcement and compliance activities, please call the SBREFA Ombudsman's toll-free number at 1-888-REG-FAIR (1-888-734-3247).

As you may be aware, on January 11, 2002, President Bush signed into law the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. No. 107-118). This Act contains several exemptions to CERCLA liability, which we suggest that all parties to potential settlements evaluate. You may obtain a copy of the law via the Internet at <http://thomas.loc.gov> or <http://www.epa.gov/swerosps/bf/sblbra.htm>. Also enclosed with the letter is an information fact sheet that provides information that may be helpful to small businesses. (Enclosure C)

## **YOUR RESPONSE TO THE EPA**

In addition to oral notification, please notify Ms. Brown in **writing** at the address indicated below ***within thirty (30) calendar days of the date of receipt of this letter*** to indicate your willingness to negotiate in good faith to pay for the cleanup by the EPA, or reimburse the Federal Government for past and future costs of the cleanup activities. If the EPA does not receive your response within ***thirty (30) calendar days***, the EPA will assume you do not wish to negotiate, and the EPA will then take whatever actions are necessary to abate the potential threat to human health and the environment posed by chemicals on the property.

Your response to this letter and questions regarding the matters in this letter should be directed to:

Ms. Cynthia Brown  
Removal Enforcement Coordinator (6SF-TE)  
United States Environmental Protection Agency  
Region 6  
1445 Ross Avenue  
Dallas, TX 75202  
Telephone: 214-665-7480  
Fax: 214-665-6660  
Brown.cynthia@epa.gov

If you or your attorney have legal questions pertaining to this matter, please direct them to:

Ms. Gloria Moran  
Assistant Regional Counsel (6RC-S)  
United States Environmental Protection Agency  
Region 6  
1445 Ross Avenue  
Dallas, TX 75202  
Telephone: 214-665-3193  
Fax: 214-665-6460  
Moran.gloria-small@epa.gov

The discussions of fact or law in this Notice are meant to help you understand CERCLA and the EPA's actions at the Site. The discussions of fact and law are not final positions on any matter discussed in this Notice.

**VERMICULITE PRODUCTS-CITYSIDE HOMES SUPERFUND SITE  
ENCLOSURE B**

**EVIDENTIARY DOCUMENTATION**

**LEASE EVIDENCE**

Please find enclosed a copy of the Assignment of Lessor's Interest in Lease, as well as Vermiculite Products, Inc., Franchise Tax Account Status, as evidence that Vermiculite Products Inc., is leasing the property at 3025 Maxroy Street, Harris County, Houston, Texas, under the business known as the Vermiculite Products.



130-93-1211

EXHIBIT "A"  
LEASE AGREEMENT  
BETWEEN JAMES H. GREER AS "LESSOR"  
AND VERMICULATE PRODUCTS, INC., AS "LESSEE"  
DATED DECEMBER 20, 1978

The leased premises shall be comprised of:

- I. The non-exclusive use of the parking facilities located on the following described tract or parcel of land and always of ingress and egress to and from the improvements thereon, situated in Harris County, Texas, to-wit:

It will be a tract of land containing 166.005 square feet (3.8110 acres) that is part of and out of a called 18.18 acre tract that was conveyed to Shelton W. Greer by deed recorded in Volume 1443, Page 483 of the Harris County Deed Records; said tract being in the John Reinerman Survey, A-642, Harris County, Texas, and described as follows:

PLACE OF BEGINNING being the northwest corner of said 18.18 acre tract;

THENCE north, 89° 52' east, along the north line of the 18.18 acre tract; same being the north line of a 40 foot wide private street, for 233.73 feet to a point for northeast corner of this tract;

THENCE south, 00° 02' west, for 413.10 feet to a point for interior corner;

THENCE south, 89° 58' east, for 147.10 feet to a point for corner;

THENCE south, 00° 20' east, for 181.08 feet to a point for the southeast corner of this tract that is located in the south line of said 18.18 acre tract;

THENCE south, 89° 40' west, along the south line of said 18.18 acre tract for 382.00 feet to a 5/8 inch iron rod that marks the southwest corner;

THENCE north, 00° 02' east, along the west line of said 18.18 acre tract for 595.95 feet to the PLACE OF BEGINNING. (land).

II. Exclusive use of:

- a. The warehouse building which is approximately 306.3 feet by 97.0 feet and believed to be comprised of 22,066 square feet of space which is situated near the center of the land, together with all facilities directly appurtenant thereto.

Lessee acknowledges that there is another building situated upon the land which is leased to Shelton W. Greer Co., Inc., and agrees not to unreasonably interfere with the use and enjoyment of such building and the facilities appurtenant thereto by the said Shelton W. Greer Co., Inc., nor with the non-exclusive use of the parking facilities located on the land and all ways of ingress and egress to and from the improvements situated thereon.

ADDENDUM 2

Return to: H. David Templeton  
Transamerica Title Insurance Company  
P. O. Box 87388, Julian Melcher Station  
Houston, Texas 77027

130-93-1210

EXHIBIT "A"  
LEASE AGREEMENT  
BETWEEN JAMES H. GREER AS "LESSOR"  
AND SHELTON W. GREER CO., INC., AS "LESSEE"  
DATED DECEMBER 20, 1978

The leased premises shall be comprised of:

- I. The non-exclusive use of the parking facilities located on the following described tract or parcel of land and always of ingress and egress to and from the improvements thereon, situated in Harris County, Texas, to-wit:

It will be a tract of land containing 166.005 square feet (3.8110 acres) that is part of and out of a called 18.18 acre tract that was conveyed to Shelton W. Greer by deed recorded in Volume 1443, Page 483 of the Harris County Deed Records; said tract being in the John Rainerman Survey, A-642, Harris County, Texas, and described as follows:

PLACE OF BEGINNING being the northwest corner of said 18.18 acre tract;

THENCE north, 89° 52' east, along the north line of the 18.18 acre tract; same being the north line of a 40 foot wide private street, for 233.73 feet to a point for northeast corner of this tract;

THENCE south, 00° 02' west, for 413.10 feet to a point for interior corner;

THENCE south, 89° 58' east, for 147.10 feet to a point for corner;

THENCE south, 00° 20' east, for 181.08 feet to a point for the southeast corner of this tract that is located in the south line of said 18.18 acre tract;

THENCE south, 89° 40' west, along the south line of said 18.18 acre tract for 382.09 feet to a 5/8 inch iron rod that marks the southwest corner;

THENCE north, 00° 02' east, along the west line of said 18.18 acre tract for 595.95 feet to the PLACE OF BEGINNING. (land).

- II. Exclusive use of;

- a. A sheet metal building which is approximately 131.6 feet by 343.4 feet and is situated on the southern portion of the land, together with all facilities directly appurtenant thereto.

Lessee acknowledges that there is another building situated upon the land which is leased to Vermiculate Products, Inc., and agrees not to unreasonably interfere with the use and enjoyment of such building and the facilities appurtenant thereto by the said Vermiculate Products, Inc., nor with the non-exclusive use of the parking facilities located on the land and all ways of ingress and egress to and from the improvements situated thereon.

130-93-1207

**B. IT IS MUTUALLY AGREED WITH RESPECT TO EACH LEASE THAT:**

1. So long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said mortgage or deed of trust or Lease contained, Assignor shall have the right to collect upon but not prior to accrual, all rents, issues and profits from said leased premises and to retain, use and enjoy the same.

2. Upon or at any time after default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said mortgage or deed of trust or Lease contained, the Assignee may exercise all rights and remedies contained in said mortgage or deed of trust and without regard for the adequacy of security for the indebtedness hereby secured, either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate said demised premises or any part thereof, make, enforce, modify, and accept the surrender of, leases, obtain and evict tenants, fix or modify rents, and do any acts which the Assignee deems proper to protect the security hereof, and either with or without taking possession of said property, in its own name sue for or otherwise collect and receive all rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the Assignee may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or affect notice of default under said mortgage or deed of trust or invalidate any act done pursuant to such notice.

3. The whole of the indebtedness shall become due upon the election by the Assignee to accelerate the maturity of the indebtedness pursuant to the provisions of the note or bond secured by the mortgage or deed of trust or of the mortgage, deed of trust or any other instrument which may be held by the Assignee as security for the indebtedness, or at option of the Assignee after any attempt by the Assignor to terminate any lease, accept surrender thereof or to waive or release any lessee from the observance, performance of any obligation or to anticipate rents thereunder more than 30 days prior to accrual.

4. The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Lease, or under or by reason of this assignment, and Assignor shall and does hereby agree to indemnify the Assignee against and hold it harmless from any and all liability, loss or damage which it may or might incur under the Lease or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease; should the Assignee incur any such liability, loss or damage under the Lease or under or by reason of this assignment, or in the defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, together with interest thereon at ten (10%) per cent per annum, shall be secured hereby and by the said mortgage or deed of trust, and Assignor shall reimburse the Assignee therefor immediately upon demand, and upon the failure of Assignor so to do the Assignee may declare all sums secured hereby immediately due and payable.

**C. IT IS FURTHER MUTUALLY AGREED THAT:**

1. Until the indebtedness secured hereby shall have been paid in full, Assignor covenants and agrees to keep leased at a good and sufficient rental all the premises described in the mortgage or deed of trust and upon demand to transfer and assign to the Assignee any and all subsequent leases upon all or any part of such premises upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to the Assignee, upon demand, any and all instruments that may be necessary or desirable therefor, but the terms and provisions of this Assignment shall apply to any such subsequent lease whether or not so assigned and transferred.

2. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of an instrument of satisfaction or full release of said mortgage or deed of trust, unless there shall have been recorded another mortgage or deed of trust in favor of the Assignee covering the whole or any part of the leased premises, this assignment shall become and be void and of no effect.

3. This assignment inures to the benefit of the named Assignee and its successors and assigns, and binds the Assignor and Assignor's heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Lease" as used herein means not only the Lease hereby assigned or any extension or renewal thereof, but also any lease subsequently executed by Assignor covering the demised premises or any part thereof. In this assignment, whenever the context so requires, the gender includes the masculine or feminine, and the singular number includes the plural, and conversely. All obligations of each Assignor hereunder are joint and several.

4. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and sent by registered mail addressed as follows:

TO ASSIGNOR at the address appearing above unless a different address is furnished below.

TO THE ASSIGNEE, Attention \_\_\_\_\_, at P.O. Box 1375,

Houston, Texas 77001

Such addresses may be changed from time to time by either party by serving notice as above provided.

*for*

# ASSIGNMENT OF LESSOR'S INTEREST IN LEASE (S)

THIS ASSIGNMENT, made this 12 day of JUNE, 1979, by  
James M. Greer residing at or having an  
 office at Houston, Harris County, Texas (herein called "Assignor"),  
 to American General Life Insurance Company, a corporation duly  
 organized and existing under the laws of the State of Texas having its principal office at  
Houston, Texas (herein called "Assignee").

## WITNESSETH:

FOR VALUE RECEIVED, Assignor hereby grants, transfers, and assigns to the Assignee all of  
 the right, title and interest of Assignor in and to that certain Lease or those certain Leases, with modifica-  
 tions, if any, described in Schedule A hereof, covering premises in Harris

County, State of Texas; TOGETHER WITH ANY AND ALL EXTENSIONS AND RE-  
 NEWALS OF ANY THEREOF AND ALSO TOGETHER WITH ANY AND ALL GUARANTEES OF  
 THE LESSEE'S OBLIGATIONS UNDER ANY THEREOF AND UNDER ANY AND ALL EXTEN-  
 SIONS AND RENEWALS OF ANY THEREOF. Each of said Leases together with any and all guar-  
 antees, modifications, extensions, and renewals thereof is hereinafter referred to as the "Lease".

## FOR THE PURPOSE OF SECURING:

ONE: Payment of all sums now or at any time hereafter due to the Assignee and secured by a  
 certain mortgage or deed of trust/made by the Assignor to the Assignee

dated of, even date herewith, and recorded or to be recorded at or prior to the recording  
 of this Assignment, or any other mortgage or deed of trust hereafter covering the whole or any part of  
 the leased premises; and

TWO: Performance and discharge of each and every obligation, covenant and agreement of As-  
 signor contained herein or in any such mortgage or deed of trust or any note or bond secured thereby.

## A. TO PROTECT THE SECURITY OF THIS ASSIGNMENT ASSIGNOR AGREES, WITH RESPECT TO EACH LEASE:

1. To faithfully abide by, perform and discharge each and every obligation, covenant and agree-  
 ment of the Lease by Lessor to be performed, to give prompt notice to the Assignee of any notice of de-  
 fault on the part of Assignor with respect to the Lease received from Lessor or guarantor, together with  
 an accurate and complete copy of any such notice; at the sole cost and expense of Assignor, to enforce,  
 short of termination of the lease, or secure the performance of each and every obligation, covenant,  
 condition and agreement of the Lease by the Lessee to be performed; not to modify or in any way alter  
 the terms of the lease; not to terminate the term of the Lease and not to accept a surrender thereof unless  
 required to do so by the terms of the Lease; not to anticipate the rents thereunder, or to waive, excuse,  
 condone or in any manner release or discharge the Lessee thereunder of or from the obligations, coven-  
 ants, conditions and agreements by the Lessee to be performed, including the obligation to pay the rental  
 called for thereunder in the manner and at the place and time specified therein, and Assignor does by  
 these presents expressly release, relinquish and surrender unto the Assignee all Assignor's right, power  
 and authority to modify or in any way alter the terms or provisions of the Lease, or to terminate the term  
 or accept a surrender thereof, and any attempt on the part of Assignor to exercise any such right without  
 the written authority and consent of the Assignee thereto being first had and obtained shall constitute  
 a breach of the terms hereof entitling the Assignee to declare all sums secured hereby immediately due  
 and payable.

2. At Assignor's sole cost and expense to appear in and defend any action or proceeding arising  
 under, growing out of or in any manner connected with the Lease or the obligations, duties or liabilities  
 of Lessor, Lessee or guarantor thereunder, and to pay all costs and expenses of the Assignee, including  
 attorney's fees in a reasonable sum, in any such action or proceeding in which the Assignee may appear.

3. That should Assignor fail to make any payment or to do any act as herein provided, then the  
 Assignee, but without obligation so to do and without notice to or demand on Assignor, and without re-  
 leasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent  
 as the Assignee may deem necessary to protect the security hereof, including specifically, without limiting  
 its general powers, the right to appear in and defend any action or proceeding purporting to affect the  
 security hereof or the rights or powers of the Assignee, and also the right to perform and discharge each  
 and every obligation, covenant and agreement of Lessor in the Lease contained; and in exercising any  
 such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorney's  
 fees.

4. To pay immediately upon demand all sums expended by the Assignee under the authority hereof,  
 together with interest thereon at ten (10%) per cent per annum, and the same shall be added to the said  
 indebtedness and shall be secured hereby and by the said mortgage or deed of trust.

5. That Assignor will not transfer or convey to the Lessee the fee title to the demised premises  
 unless the Lessee assumes in writing and agrees to pay the debt secured hereby in accordance with the  
 terms, covenants and conditions of the said note or bond secured by said mortgage or deed of trust.

6. Assignor hereby covenants and warrants to the Assignee that (a) Assignor has not executed  
 any prior Assignment of the Lease or of its right, title and interest therein or the rentals to accrue there-  
 under; (b) Assignor has not performed any act or executed any instrument which might prevent the  
 Assignee from operating under any of the terms and conditions hereof, or which would limit the Assignee  
 in such operation; (c) Assignor has not accepted rent under the Lease for any period subsequent to the  
 current period for which rent has already become due and payable; (d) there is no default now existing  
 under the Lease, and (e) Assignor has not executed or granted any modification or amendment whatever  
 of the Lease either orally or in writing except as set forth in Schedule A, and that the Lease is in full  
 force and effect.

\*(deed of trust\*)

RECORDED BY  
 TRANSFER

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130-92-1206

JK

130-93-1209

SCHEDULE A

A. Shelton W. Greer Co., Inc. Lease

- (1) Lessor: James H. Greer
- (2) Lessee: Shelton W. Greer Co., Inc.
- (3) Date of Lease: December 20, 1978
- (4) Term: 16 years
- (5) Address of Leased Premises: \_\_\_\_\_
- (6) Description of Leased Premises: Land, building, improvements and facilities more particularly described on Addendum 1 to this Schedule A

B. Vermiculate Products, Inc. Lease

- (1) Lessor: James H. Greer
- (2) Lessee: Vermiculate Products, Inc. Lease
- (3) Date of Lease: December 20, 1978
- (4) Term: 16 years
- (5) Address of Leased Premises: \_\_\_\_\_
- (6) Description of Leased Premises: Land, building, improvements and facilities more particularly described on Addendum 2 to this Schedule A.

*Jul*

130-93-1208

EXECUTED this 12<sup>th</sup> day of June, 1979.

Joseph C. Mooney, Jr.  
JOSEPH C. MOONEY, JR.,  
Agent and Attorney-in-Fact for  
JAMES H. GREER

THE STATE OF TEXAS \*

COUNTY OF Harris \*

BEFORE ME, the undersigned authority, on this day personally appeared JOSEPH C. MOONEY, JR., Agent and Attorney-in-Fact for JAMES H. GREER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12<sup>th</sup> day of June, 1979.

H. W. [Signature]  
NOTARY PUBLIC in and for  
Harris County, Texas



My Commission Expires:

4-12-81

**TEXAS SECRETARY of STATE**  
**JOHN STEEN**[UCC](#) | [Business Organizations](#) | [Trademarks](#) | [Notary](#) | [Account](#) | [Help/Fees](#) | [Briefcase](#) | [Logout](#)**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

Filing Number: 8036000 Entity Type: Domestic For-Profit Corporation\  
Original Date of Filing: April 7, 1941 Entity Status: In existence  
Formation Date: N/A  
Tax ID: 17480554235 FEIN:  
Duration: Perpetual

Name: VERMICULITE PRODUCTS, INC.  
Address: 3025 MAXROY  
HOUSTON, TX 77008 USA

| <u>REGISTERED AGENT</u> | <u>FILING HISTORY</u>                           | <u>NAMES</u> | <u>MANAGEMENT</u> | <u>ASSUMED NAMES</u> | <u>ASSOCIATED ENTITIES</u> |
|-------------------------|---|--------------|-------------------|----------------------|----------------------------|
| Name<br>Stan C Fulfer   | Address<br>3025 MAXROY<br>Houston, TX 77008 USA |              |                   | Inactive Date        |                            |

**Instructions:**

- To place an order for additional information about a filing press the 'Order' button.

*VICE PRESI*

**STEVE TETLOW**  
3025 MAXROY  
HOUSTON, TX 77008

*DIRECTOR*

**STEVE TETLOW**  
3025 MAXROY  
HOUSTON, TX 77008

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# TEXAS SECRETARY of STATE

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## BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

**Filing Number:** 8036000      **Entity Type:** Domestic For-Profit Corporation  
**Original Date of Filing:** April 7, 1941      **Entity Status:** In existence  
**Formation Date:** N/A  
**Tax ID:** 17460554235      **FEIN:**  
**Duration:** Perpetual

**Name:** VERMICULITE PRODUCTS, INC.  
**Address:** 3025 MAXROY  
 HOUSTON, TX 77008 USA

| REGISTERED AGENT |                 | FILING HISTORY                    | NAMES              | MANAGEMENT         | ASSUMED NAMES | ASSOCIATED ENTITIES |  |
|------------------|-----------------|-----------------------------------|--------------------|--------------------|---------------|---------------------|--|
| View Image       | Document Number | Filing Type                       | Filing Date        | Effective Date     | Eff. Cond     | Page Count          |  |
| N/A              | 3151298         | Legacy Filing                     | April 7, 1941      | April 7, 1941      | No            | N/A                 |  |
| N/A              | 3151301         | CRO-RA                            | September 22, 1978 | September 22, 1978 | No            | N/A                 |  |
| N/A              | 3151302         | Change Of Registered Agent/Office | September 8, 1983  | September 8, 1983  | No            | N/A                 |  |
| N/A              | 3151299         | Change Of Registered Agent/Office | April 20, 1990     | April 20, 1990     | No            | N/A                 |  |
| N/A              | 3151300         | Articles Of Amendment             | May 22, 1991       | May 22, 1991       | No            | N/A                 |  |
|                  | 29117840001     | Public Information Report (PIR)   | December 31, 2002  | March 12, 2003     | No            | 1                   |  |
|                  | 53134580001     | Public Information Report (PIR)   | December 31, 2003  | February 5, 2004   | No            | 2                   |  |
|                  | 76006320001     | Public Information Report (PIR)   | December 31, 2004  | November 30, 2004  | No            | 2                   |  |
|                  | 127664610001    | Public Information Report (PIR)   | December 31, 2005  | April 27, 2006     | No            | 2                   |  |
|                  | 156520210001    | Public Information Report (PIR)   | December 31, 2006  | January 7, 2007    | No            | 1                   |  |
|                  | 206394420001    | Public Information Report (PIR)   | December 31, 2007  | March 2, 2008      | No            | 1                   |  |
|                  | 317694190001    | Public Information Report (PIR)   | December 31, 2009  | July 27, 2010      | No            | 2                   |  |
|                  | 330065930001    | Public Information Report (PIR)   | December 31, 2010  | September 23, 2010 | No            | 2                   |  |
|                  | 380585540001    | Public Information Report (PIR)   | December 31, 2011  | August 3, 2011     | No            | 2                   |  |
|                  | 434208590001    | Public Information Report (PIR)   | December 31, 2012  | July 31, 2012      | No            | 2                   |  |

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## Officers and Directors

VERMICULITE PRODUCTS, INC.

Report Year: Not Available

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Officer and director information on this site is obtained from the most recent Public Information Report (PIR) processed by the Secretary of State (SOS). PIRs filed with annual franchise tax reports are forwarded to the SOS. After processing, the SOS sends the Comptroller an electronic copy of the information, which is displayed on this web site. The information will be updated as changes are received from the SOS.

You may order a copy of a Public Information Report from [open\\_records@cpa.state.tx.us](mailto:open_records@cpa.state.tx.us) or Comptroller of Public Accounts, Open Government Division, PO Box 13528, Austin, Texas 78711.

| Title             | Name and Address                                  |
|-------------------|---|
| <i>DIRECTOR</i>   | DANA CHAMNESS<br>3025 MAXROY<br>HOUSTON, TX 77008 |
| <i>PRESIDENT</i>  | DANA CHAMNESS<br>3025 MAXROY<br>HOUSTON, TX 77008 |
| <i>SECRETARY</i>  | JOHN W GALLUP<br>3025 MAXROY<br>HOUSTON, TX 77008 |
| <i>DIRECTOR</i>   | JOHN W GALLUP<br>3025 MAXROY<br>HOUSTON, TX 77008 |
| <i>VICE PRESI</i> | ROBERT W ROWE<br>3025 MAXROY<br>HOUSTON, TX 77008 |
| <i>DIRECTOR</i>   | ROBERT W ROWE<br>3025 MAXROY<br>HOUSTON, TX 77008 |
| <i>CHAIRMAN</i>   | STAN C FULPER<br>3025 MAXROY<br>HOUSTON, TX 77008 |
| <i>DIRECTOR</i>   | STAN C FULPER<br>3025 MAXROY<br>HOUSTON, TX 77008 |

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**STEVE TETLOW**  
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## Officers and Directors

VERMICULITE PRODUCTS, INC.

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| <i>DIRECTOR</i>   | JOHN W GALLUP<br>3025 MAXROY<br>HOUSTON, TX 77008 |
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| <i>DIRECTOR</i>   | ROBERT W ROWE<br>3025 MAXROY<br>HOUSTON, TX 77008 |
| <i>CHAIRMAN</i>   | STAN C FULPER<br>3025 MAXROY<br>HOUSTON, TX 77008 |
| <i>DIRECTOR</i>   | STAN C FULPER<br>3025 MAXROY<br>HOUSTON, TX 77008 |



## Franchise Tax Account Status

As of: 09/16/2013 08:47:20 AM

**This Page is Not Sufficient for Filings with the Secretary of State**

| VERMICULITE PRODUCTS, INC.          |                                       |
|-------------------------------------|---------------------------------------|
| Texas Taxpayer Number               | 17460554235                           |
| Mailing Address                     | PO BOX 7327<br>HOUSTON, TX 77248-7327 |
| Right to Transact Business in Texas | ACTIVE                                |
| State of Formation                  | TX                                    |
| Effective SOS Registration Date     | 04/07/1941                            |
| Texas SOS File Number               | 0008036000                            |
| Registered Agent Name               | STAN C FULFER                         |
| Registered Office Street Address    | 3025 MAXROY<br>HOUSTON, TX 77008      |

**VERMICULITE PRODUCTS-CITYSIDE HOMES SUPERFUND SITE  
ENCLOSURE C**

**SMALL BUSINESS RESOURCES FACT SHEET**



*Office of Enforcement and Compliance Assurance*  
**INFORMATION SHEET**

## **U. S. EPA Small Business Resources**

If you own a small business, the United States Environmental Protection Agency (EPA) offers a variety of compliance assistance and tools to assist you in complying with federal and state environmental laws. These resources can help you understand your environmental obligations, improve compliance and find cost-effective ways to comply through the use of pollution prevention and other innovative technologies.

### **Hotlines, Helplines and Clearinghouses**

EPA sponsors approximately 89 free hotlines and clearinghouses that provide convenient assistance regarding environmental requirements.

**The National Environmental Compliance Assistance Clearinghouse** provides quick access to compliance assistance tools, contacts, and planned activities from the U.S. EPA, states, and other compliance assistance providers:  
[www.epa.gov/clearinghouse](http://www.epa.gov/clearinghouse)

**Pollution Prevention Clearinghouse**  
[www.epa.gov/opptintr/library/ppicindex.htm](http://www.epa.gov/opptintr/library/ppicindex.htm)

**EPA's Small Business Ombudsman Hotline** provides regulatory and technical assistance information.  
(800) 368-5888

**Emergency Planning and Community Right-To-Know Act**  
(800) 424-9346

**National Response Center** (to report oil and hazardous substance spills)  
(800) 424-8802

**Toxics Substances and Asbestos Information**  
(202) 554-1404

**Safe Drinking Water**  
(800) 426-4791

**Stratospheric Ozone Refrigerants Information**  
(800) 296-1996

**Clean Air Technology Center**  
(919) 541-0800

**Wetlands Helpline**  
(800) 832-7828

### **EPA Websites**

EPA has several Internet sites that provide useful compliance assistance information and materials for small businesses. If you don't have access to the Internet at your business, many public libraries provide access to the Internet at minimal or no cost.

**EPA's Home Page**  
[www.epa.gov](http://www.epa.gov)

**Small Business Assistance Program**  
[www.epa.gov/ttn/sbap](http://www.epa.gov/ttn/sbap)

**Compliance Assistance Home Page**  
[www.epa.gov/compliance/assistance](http://www.epa.gov/compliance/assistance)

**Office of Enforcement and Compliance Assurance**  
[www.epa.gov/compliance](http://www.epa.gov/compliance)

**Small Business Ombudsman**  
[www.epa.gov/sbo](http://www.epa.gov/sbo)

**Innovative Programs for Environmental Performance**  
[www.epa.gov/partners](http://www.epa.gov/partners)



## U.S. EPA SMALL BUSINESS RESOURCES

### Compliance Assistance Centers

In partnership with industry, universities, and other federal and state agencies, EPA has established Compliance Assistance Centers (Centers) that provide information targeted to industries with many small businesses. All Centers can be accessed at:  
<http://www.assistancecenters.net>

#### Metal Finishing

(1-800-AT-NMFRC or [www.nmfrc.org](http://www.nmfrc.org))

#### Printing

(1-888-USPNEAC or [www.pneac.org](http://www.pneac.org))

#### Automotive Service and Repair

(1-888-GRN-LINK or [www.ccar-greenlink.org](http://www.ccar-greenlink.org))

#### Agriculture

(1-888-663-2155 or [www.epa.gov/agriculture](http://www.epa.gov/agriculture))

#### Printed Wiring Board Manufacturing

(1-734-995-4911 or [www.pwbrc.org](http://www.pwbrc.org))

#### Chemical Industry

(1-800-672-6048 or [www.chemalliance.org](http://www.chemalliance.org))

#### Transportation Industry

(1-888-459-0656 or [www.transource.org](http://www.transource.org))

#### Paints and Coatings

(1-800-286-6372 or [www.paintcenter.org](http://www.paintcenter.org))

#### Construction Industry

([www.cicacenter.org](http://www.cicacenter.org))

#### Automotive Recycling Industry

([www.ecarcenter.org](http://www.ecarcenter.org))

#### US / Mexico Border Environmental Issues

([www.bordercenter.org](http://www.bordercenter.org))

### State Agencies

Many state agencies have established compliance assistance programs that provide on-site and other types of assistance. Contact your local state environmental agency for more information or call EPA's Small Business Ombudsman at (800)-368-5888 or visit the Small Business Environmental Homepage at <http://www.smallbiz-enviroweb.org>.

### Compliance Incentives

EPA provides incentives for environmental compliance. By participating in compliance assistance programs or voluntarily disclosing and promptly correcting violations before an enforcement action has been initiated, businesses may be eligible for penalty waivers or reductions. EPA has two policies that potentially apply to small businesses: The Small Business Policy (<http://www.epa.gov/compliance/incentives/smallbusiness>) and

Audit Policy (<http://www.epa.gov/compliance/incentives/auditing>).

### Commenting on Federal Enforcement Actions and Compliance Activities

The Small Business Regulatory Enforcement Fairness Act (SBREFA) established an ombudsman ("SBREFA Ombudsman") and 10 Regional Fairness Boards to receive comments from small businesses about federal agency enforcement actions. The SBREFA Ombudsman will annually rate each agency's responsiveness to small businesses. If you believe that you fall within the Small Business Administration's definition of a small business (based on your North American Industry Classification System (NAICS) designation, number of employees or annual receipts, defined at 13 C.F.R. 121.201; in most cases, this means a business with 500 or fewer employees), and wish to comment on federal enforcement and compliance activities, call the SBREFA Ombudsman's toll-free number at 1-888-REG-FAIR (1-888-734-3247).

Every small business that is the subject of an enforcement or compliance action is entitled to comment on the Agency's actions without fear of retaliation. EPA employees are prohibited from using enforcement or any other means of retaliation against any member of the regulated community because the regulated community previously commented on its activities.

### Your Duty to Comply

If you receive compliance assistance or submit comments to the SBREFA Ombudsman or Regional Fairness Boards, you still have the duty to comply with the law, including providing timely responses to EPA information requests, administrative or civil complaints, other enforcement actions or communications. The assistance information and comment processes do not give you any new rights or defenses in any enforcement action. These processes also do not affect EPA's obligation to protect public health or the environment under any of the environmental statutes it enforces, including the right to take emergency remedial or emergency response actions when appropriate. Those decisions will be based on the facts in each situation. The SBREFA Ombudsman and Fairness Boards do not participate in resolving EPA's enforcement actions. Also, remember that to preserve your rights, you need to comply with all rules governing the enforcement process.

*EPA is disseminating this information to you without making a determination that your business or organization is a small business as defined by Section 222 of the Small Business Regulatory Enforcement Fairness Act (SBREFA) or related provisions.*



**VERMICULITE PRODUCTS, INC.  
CITYSIDE HOMES SUPERFUND SITE  
ENCLOSURE D**

**INFORMATION REQUEST  
INSTRUCTIONS and DEFINITIONS**

**INSTRUCTIONS**

Under the authority of Section 104(e)(2) of CERCLA, 42 U.S.C. § 9604(e) (2), the EPA is requesting you to respond to this Information Request. Compliance with this Information Request is required by law. Please note that false, fictitious, or fraudulent statements or representations may subject you to civil or criminal penalties.

1. Answer Every Question Completely. A separate response must be made to each of the questions set forth in the Information Request. For each question contained in this letter, if information responsive to this information request is not in your possession, custody, or control, please identify the person(s) from whom such information may be obtained.
2. Number Each Answer. Precede each answer with the corresponding number of the question and the subpart to which it responds.
3. Provide the Best Information Available. Provide responses to the best of Respondent's ability, even if the information sought was never put down in writing or if the written documents are no longer available. You should seek out responsive information from current and former employees/agents. Submission of cursory responses when other responsive information is available to the Respondent will be considered non-compliance with this Information Request.
4. Identify Sources of Answer. For each question, identify (see Definitions) all the persons and documents that you relied on in producing your answer.
5. Continuing Obligation to Provide/Correct Information. Pursuant to CERCLA Section 104(e)(2), if additional information or documents responsive to this Request become known or available to you after you respond to this Request, you must supplement your response to EPA.
6. Confidential Information. The information requested herein must be provided even though you may contend that it includes confidential information or trade secrets. You may assert a confidentiality claim covering part or all of the information requested, pursuant Sections 104(e) (7) (E) and (F) of CERCLA, 42 U.S.C. § 9604(e) (7) (E) and F, and Section 3007(b) of RCRA, 42 U.S.C. § 6927(b), and 40 C.F.R. § 2.203(b). To prove your claim of confidentiality, each document must separately address the following points:
  - A. the portions of the information alleged to be entitled to confidential treatment;
  - B. the period of time for which confidential treatment is desired (e.g., until a certain date, until the occurrence of a specific event, or permanently);

- C. measures taken by you to guard against the undesired disclosure of the information to others;
- D. the extent to which the information has been disclosed to others, and the precautions taken in connection therewith;
- E. pertinent confidentiality determinations, if any, by EPA or other federal agencies; and a copy of any such determinations or reference to them, if available; and
- F. whether you assert that disclosure of the information would likely result in substantial harmful effects on your business' competitive position, and if so, what those harmful effects would be, why they should be viewed as substantial, and an explanation of the causal relationship between disclosure and such harmful effects.

To make a confidentiality claim, please stamp or type "confidential" on all confidential responses and any related confidential documents. Confidential portions of otherwise non confidential documents should be clearly identified. You should indicate a date, if any, after which the information need no longer be treated as confidential. Please submit both a clean and a redacted version of any documents or response for which you claim confidential in a separate envelope. If you are submitting information which you assert is entitled to treatment as confidential business information, you may comment on this intended disclosure within fourteen (14) days of receiving this Information Request.

All confidentiality claims are subject to EPA verification. It is important that you satisfactorily show that you have taken reasonable measures to protect the confidentiality of the information, that you intend to continue to do so and that it is not and has not been obtainable by legitimate means without your consent. Information covered by such claim will be disclosed by EPA only to the extent permitted by CERCLA Section 104(e). **If no such claim accompanies the information when it is received by the EPA, it may be made available to the public by the EPA without further notice to you.**

7. Disclosure to EPA Contractor. Information which you submit in response to this Information Request may be disclosed by the EPA to authorized representatives of the United States, pursuant to 40 C.F.R. 2.310(h), even if you assert that all or part of it is confidential business information.

8. Personal Privacy Information. Personnel and medical files, and similar files the disclosure of which to the general public may constitute an invasion of privacy should be segregated from your responses, included on a separate sheet(s), and marked as "Personal Privacy Information".

9. Objections to Questions. Even if you have objections to some or all the questions within the Information Request, you are still required to respond to each of the questions.

## DEFINITIONS

The following definitions shall apply to the following words as they appear in Information Request. All terms not defined herein shall have their ordinary meaning, unless such terms are defined in CERCLA or the Resource Conservation and Recovery Act ("RCRA"), in which case the statutory or regulatory definitions shall apply.

1. The terms "and" and "or" shall be construed either conjunctively or disjunctively as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope.
2. The term "any" (e.g., as in "any documents"), shall mean "any and all."
3. The term "arrangement" shall mean every separate contract or other agreement between two or more persons, whether written or oral.
4. The term "asset" shall include the following: real estate, buildings or other improvements to real estate, equipment, vehicles, furniture, inventory, supplies, customer lists, accounts receivable, interest in insurance policies, interests in partnerships, corporations and unincorporated companies, securities, patents, stocks, bonds, and other tangible as well as intangible property.
5. The term "disposal" shall mean the discharge, deposit, injection, dumping, spilling, leaking, or placing of any material into or on any land or water, including ground water.
6. The term "document(s)" shall mean any object that records, stores, or presents information, and includes writings of any kind, formal or informal, whether or not wholly or partially in handwriting, including by way of illustration and not by way of limitation, any invoice, manifest, bill of lading, receipt, endorsement, check, bank draft, canceled check, deposit slip, withdrawal slip, order, correspondence, record book, minutes, memorandum of telephone and other conversations including meetings/agreements and the like, diary, calendar, desk pad, scrapbook, notebook, bulletin, circular, form, pamphlet, statement, journal, postcard, letter, telegram, telex, telescope, telefax, report, notice, message, analysis, comparison, graph, chart, map, interoffice or intra office communications, Photostat or other copy of any documents, microfilm or other film record, photograph, sound recording on any type of device, punch card, disc pack, tape or other type of memory generally associated with computers and data processing (including printouts and the programming instructions and other written material necessary to use such punch card, disc, or disc pack, tape or other type of memory), every copy of each document which is not an exact duplicate of a document which is produced, every copy of each document which has any writing on it (including figures, notations, annotations, or the like), drafts of documents,

attachments to or enclosures with any document, and every document referred to in any other document.

7. The term "generator" shall mean persons who arranged for the disposal or treatment of hazardous substances at the Vermiculite Products Superfund Site where the hazardous substances were released.
8. The term "hazardous material" shall mean any hazardous substances, pollutants or contaminants, and hazardous wastes, as defined below.
9. The term "hazardous substance" shall have the same definition as that contained in Subsection 101(14) of CERCLA, 42 U.S.C. Section 9601(14), and includes any mixtures of such hazardous substances with any other substances.
10. The term "hazardous waste" shall have the same definition as that contained in Subsection 1004(5) of RCRA, 42 U.S.C., Section 6903(5), and 40 CFR Part 261.
11. The term "identify" shall mean, with respect to a natural person, to set forth the person's name, present or last known business, present or last known job (including job title and position), and personal addresses and telephone numbers.
12. The term "identify" shall mean, with respect to a corporation, partnership, business trust or other association or business entity (including, but not limited to, a sole proprietorship), to set forth its full name, address, and legal form (e.g., corporation [including state of incorporation], partnership, etc.), organization, if any, a brief description of its business, and to indicate whether or not it is still in existence and, if it is no longer in existence, to explain how its existence was terminated and to indicate the date on which it ceased to exist.
13. The term "identify" shall mean, with respect to a document, to provide the type of document. This information includes the document's customary business description, its date, its number (e.g., invoice or purchase order number), if any, subject matter, the identity of the author (including the addressor and the addressee and/or recipient), and the present location of such document.
14. The term "identify" shall mean, with respect to a piece of real property or property interest, to provide the legal description which appears in the county property records office, or in the equivalent office which records real property transactions for the area which includes the real property in question.
15. The term "material(s)" shall mean any and all objects, goods, substances, or matter of any kind including, but not limited to, wastes.

16. The term "operator" shall mean those persons who once owned or operated at 3025 Maxroy Street, Houston, Harris County, Texas, where hazardous substances were released.
17. The term "owner" shall mean the person(s) who previously owned the property at 3025 Maxroy Street, Houston, Harris County, Texas, where hazardous substances were released or the person(s) who currently owns or previously owned the property at 3025 Maxroy Street, Houston, Harris County, Texas, where the hazardous substances were released.
18. The term "person" shall have the same definition as in Subsection 101(21) of CERCLA, 42 U.S.C., Section 9601(21), and shall include any individual, firm, unincorporated association, partnership, corporation, trust, consortium, joint venture, commercial entity, United States government, State and political subdivision of a State, municipality, commission, any interstate body, or other entity.
19. The terms "pollutant" or "contaminant," shall have the same definition as that contained in Subsection 101(33) of CERCLA, 42 U.S.C., Section 9601(33), and includes any mixtures of such pollutants and contaminants with any other substances. The term shall include, but not be limited to, any element, substance, compound, or mixture. The term shall also include disease-causing agents which after release into the environment will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunction in reproduction), or physical deformations.
20. The term "property interest" shall mean any interest in property including, but not limited to, any ownership interest, an easement, a deed, a lease, a mining claim, any interest in the rental of property, any interest in a corporation that owns or rents or owned or rented property, and any interest as either the trustee or beneficiary of a trust that owns or rents, or owned or rented property.
21. The term "real estate" shall mean and include, but not be limited to, the following: land, buildings, homes, dwelling places, condominiums, cooperative apartments, offices or commercial buildings. The term includes real estate located outside of the United States.
22. The term "release" has the same definition as that contained in Subsection 101(22) of CERCLA, 42 U.S.C., Section 9601(22), and includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discharging of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant.

23. The term "solid waste" shall have the same definition as that contained in Subsection 1004(27) of RCRA, 42 U.S.C., Section 9603(27), and 40 CFR Part 261.
24. The terms "transaction" or "transact" shall mean any sale, transfer, giving, delivery, change in ownership, or change in possession.
25. The term "transporter" shall mean persons who selected the place where the hazardous substances were released as a disposal site and transported the hazardous substances to that place.

**VERMICULITE PRODUCTS-GREER CAPITAL CORPORATION  
CITYSIDE HOMES SUPERFUND SITE  
ENCLOSURE E**

**QUESTIONS**

1. Did Greer Capital Corporation or any of its officers (past or present) have any connection with W.R. Grace during the time when Libby vermiculite was being used by Vermiculite Products, between 1967 and 1986?
2. What use was being made of Libby vermiculite at the Vermiculite Products facility?
3. Did W.R. Grace or any of its corporate or predecessor companies ever own or operate a vermiculite processing business of any type, at the 3025 Maxroy Street location, in Houston, Harris County, Texas?
4. Was the vermiculite business which located at 3025 Maxroy Street, Houston, Texas, ever a customer of W.R. Grace?
5. Please provide all documents in your possession which represent a contractual agreement between W.R. Grace, Greer Capital Corporation, and/or Vermiculite Products, Inc.